

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		DO	PAGE OF 1 62 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N68335-99-R-0006		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 15 MAY 2000
7. ISSUED BY CONTRACTING OFFICER NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION Hwy 547 LAKEHURST NJ 08733-5083		CODE N68335		8. ADDRESS OFFER TO (If other than Item 7) Bid Officer – Contracts Department, Code 25212CM Naval Air Engineering Station Hwy 547, Bldg 129-2 Lakehurst, NJ 08733-5083	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the Naval Air Warfare Center Aircraft Division, Contracts Department, Bid Room, Bldg 129-2, Lakehurst, NJ 08733, until 3:30 p.m. local time closing/opening date 05 July 2000

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all forms and Conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME CAROL A. MONTGOMERY	B. TELEPHONE (NO COLLECT CALLS) 732-323-2812	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted with _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CAUTION SHEET

IT IS THE POLICY OF THE U.S. NAVY TO DEPEND ON BOTH GOVERNMENT AND COMMERCIAL SOURCES TO PROVIDE NECESSARY SERVICES WITH MAXIMUM COST EFFECTIVENESS.

THE NAVY REVIEWS ALL COMMERCIAL ACTIVITIES TO DETERMINE WHETHER THE PRESENT METHOD OF PERFORMANCE SHOULD BE CONTINUED, OR IF A COST COMPARISON SHOULD BE CONDUCTED IN ORDER TO DETERMINE THE MOST ECONOMICAL METHOD OF PERFORMANCE.

THIS ACQUISITION IS TO BE CONDUCTED IN ACCORDANCE WITH THE COST COMPARISON PROCEDURES OF OMB CIRCULAR A-76.

USING THE BEST VALUE METHOD OF SELECTION, A COMMERCIAL SOURCE OF SUPPLY WILL BE SELECTED TO COMPETE AGAINST THE GOVERNMENT IN THE SECOND PART OF THE PROCESS, IN ORDER TO DETERMINE THE MOST ECONOMICAL METHOD OF CONDUCTING BUSINESS.

THIS ACQUISITION WILL PROCURE THE SERVICES TO PROVIDE ALL SUPERVISION, PERSONNEL, EQUIPMENT, MATERIAL AND OTHER ITEMS AND SERVICES NECESSARY TO MANAGE AND OPERATE VARIOUS ADMINISTRATIVE FUNCTIONS IN ACCORDANCE WITH THE PERFORMANCE BASED REQUIREMENT FOUND IN SECTION C OF THIS DOCUMENT.

THESE SERVICES WILL BE PERFORMED PRIMARILY AT THE NAVAL AIR ENGINEERING STATION, LAKEHURST, NJ.

NOTICES TO OFFERORS

1. NOTICE IS GIVEN TO OFFERORS THAT AN IN-HOUSE COST ESTIMATE IS BEING DEVELOPED AND A CONTRACT MAY OR MAY NOT RESULT FROM THIS SOLICITATION. SEE SECTION I, - CLAUSE 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED)(FEB 93), AND SECTION I – CLAUSE 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 91) .

2. IN ACCORDANCE WITH CLAUSE 52.207-2, A PUBLIC REVIEW PERIOD OF THE SOLICITATION RESULTS WILL BE IN EFFECT FOR 15 WORKING DAYS.

3. IN ACCORDANCE WITH FAR 7-307, APPEALS CONCERNING SPECIFIC OBJECTIONS ON THE CALCULATION OF THE COST COMPARISON, BY PARTIES DIRECTLY AFFECTED, MAY BE SENT TO:

CONTRACTING OFFICER
NAVAL AIR ENGINEERING STATION
CONTRACTS DEPARTMENT
CODE 25212NL, BLDG 129-2
HIGHWAY 547
LAKEHURST, NJ 08733-5082

4. REFERENCES TO “KO” THROUGHOUT THE SOLICITATION MEANS “CONTRACTING OFFICER”.

5. REFERENCE IS MADE TO CLIN 0002, 5, 8 and 11
THIS CLIN IS FOR ID/IQ LEVEL OF EFFORT WORK THAT MAY BE REQUIRED IN ADDITION TO THE FFP REQUIREMENTS FOR EACH PERFORMANCE PERIOD. THE LABOR CATEGORIES MAY NOT BE THE SAME AS REQUIRED FOR THE FFP REQUIREMENTS. THE WORK HOUR ESTIMATES HAVE NO RELATION TO THE FFP REQUIREMENTS. THIS CLIN WILL BE EVALUATED AND BE SUBJECT TO NEGOTIATION, BUT NOT SUBJECTED TO THE COST COMPARISON WITH THE GOVERNMENT.

6. UNLESS OTHERWISE REFERENCED WITH (*CLIN s 0001,4, 7, 10*) OR (*CLINs 0002,5 ,8, 11*) , CLAUSES/PROVISIONS IN THIS SOLICIATION PERTAIN TO ALL CLINS LISTED IN SCHEDULE B.

7. **REMINDER:** PAST PERFORMANCE SURVEYS ARE DUE IN THE CONTRACTS DEPARTMENT BY CLOSING DATE OF THIS SOLICITATION – SEE L.102 FOR DETAILS.

0001	BASE PERIOD FIRM FIXED PRICE WORK NONPERSONAL SERVICES: Provide all supervision, personnel, equipment, material and other services necessary to accomplish Administrative Support Services in accordance with the Performance Based Requirement (PBR) in Section C. APPROX. START DATE 04/01/01-09/30/01			SCHEDULE	B
0001AA	Provide Travel Support Services	5	MO	_____	_____
0001AB	Provide Training Support Services	5	MO	_____	_____
0001AC	Provide Personnel Support Services	5	MO	_____	_____
0001AD	Provide Purchasing Support Services	5	MO	_____	_____
0001AE	Central Files and Official Mail	5	MO	_____	_____
0001AF	Provide Customer Support Services	5	MO	_____	_____
0001AG	Provide Fleet Tech Support Services	5	MO	_____	_____
0001AH	Provide Tech Editing Support Services	5	MO	_____	_____
0001AJ	Provide Correspondence Support Services	5	MO	_____	_____
0001AK	On Site Fleet Tech Support-San Diego	5	MO	_____	_____
0001AL	On Site Fleet Tech Support-Norfolk	5	MO	_____	_____
0001AM	Provide Procurement Support Services	5	MO	_____	_____
0001AN	Provide Data Entry Support Services	5	MO	_____	_____
0001AP	PHASE IN (APPROX START 03/01/01)	1	MO	_____	_____
0002	INDEFINITE QUANTITY WORK Labor Category hourly rate subject to the Service Contract Act.				
0002AA	Secretarial V San Diego	<u>MAX HRS</u> 301	Per	Hour	_____
0002AB	Secretarial V Norfolk	301	Per	Hour	_____
0003	DATA IN ACCORDANCE WITH DD 1423 Exhibit A, Attached	1	LO	NSP	NSP

0004	OPTION 1 BASE PERIOD FIRM FIXED PRICE WORK NONPERSONAL SERVICES: Provide all supervision, personnel, equipment, material and other services necessary to accomplish Administrative Support Services in accordance with the Performance Based Requirement (PBR) in Section C. APPROX. START DATE 10/01/01 – 09/30/02			SCHEDULE	B
0004AA	Provide Travel Support Services	12	MO	_____	_____
0004AB	Provide Training Support Services	12	MO	_____	_____
0004AC	Provide Personnel Support Services	12	MO	_____	_____
0004AD	Provide Purchasing Support Services	12	MO	_____	_____
0004AE	Central Files and Official Mail	12	MO	_____	_____
0004AF	Provide Customer Support Services	12	MO	_____	_____
0004AG	Provide Fleet Tech Support Services	12	MO	_____	_____
0004AH	Provide Tech Editing Support Services	12	MO	_____	_____
0004AJ	Provide Correspondence Support Services	12	MO	_____	_____
0004AK	On Site Fleet Tech Support-San Diego	12	MO	_____	_____
0004AL	On Site Fleet Tech Support-Norfolk	12	MO	_____	_____
0004AM	Provide Procurement Support Services	12	MO	_____	_____
0004AN	Provide Data Entry Support Services	12	MO	_____	_____
0005	INDEFINITE QUANTITY WORK Labor Category hourly rate subject to the Service Contract Act.				
0005AA	<u>MAX HRS</u> Secretarial V San Diego 301	Per	Hour	_____	_____
0005AB	Secretarial V Norfolk 301	Per	Hour	_____	_____
0006	DATA IN ACCORDANCE WITH DD 1423 Exhibit A, Attached	1	LO	NSP	NSP

0007	OPTION 2 BASE PERIOD FIRM FIXED PRICE WORK NONPERSONAL SERVICES: Provide all supervision, personnel, equipment, material and other services necessary to accomplish Administrative Support Services in accordance with the Performance Based Requirement (PBR) in Section C. APPROX. START DATE 10/01/02 – 09/30/03			SCHEDULE	B
0007AA	Provide Travel Support Services	12	MO	_____	_____
0007AB	Provide Training Support Services	12	MO	_____	_____
0007AC	Provide Personnel Support Services	12	MO	_____	_____
0007AD	Provide Purchasing Support Services	12	MO	_____	_____
0007AE	Central Files and Official Mail	12	MO	_____	_____
0007AF	Provide Customer Support Services	12	MO	_____	_____
0007AG	Provide Fleet Tech Support Services	12	MO	_____	_____
0007AH	Provide Tech Editing Support Services	12	MO	_____	_____
0007AJ	Provide Correspondence Support Services	12	MO	_____	_____
0007AK	On Site Fleet Tech Support-San Diego	12	MO	_____	_____
0007AL	On Site Fleet Tech Support-Norfolk	12	MO	_____	_____
0007AM	Provide Procurement Support Services	12	MO	_____	_____
0007AN	Provide Data Entry Support Services	12	MO	_____	_____
0008	INDEFINITE QUANTITY WORK Labor Category hourly rate subject to the Service Contract Act.				
0008AA	<u>MAX HRS</u> Secretarial V San Diego 301	Per	Hour	_____	_____
0008AB	Secretarial V Norfolk 301	Per	Hour	_____	_____
0009	DATA IN ACCORDANCE WITH DD 1423 Exhibit A, Attached	1	LO	NSP	NSP

0010	OPTION 3 BASE PERIOD FIRM FIXED PRICE WORK NONPERSONAL SERVICES: Provide all supervision, personnel, equipment, material and other services necessary to accomplish Administrative Support Services in accordance with the Performance Based Requirement (PBR) in Section C. APPROX. START DATE 10/01/03 – 03/30/04			SCHEDULE	B
0010AA	Provide Travel Support Services	7	MO	_____	_____
0010AB	Provide Training Support Services	7	MO	_____	_____
0010AC	Provide Personnel Support Services	7	MO	_____	_____
0010AD	Provide Purchasing Support Services	7	MO	_____	_____
0010AE	Central Files and Official Mail	7	MO	_____	_____
0010AF	Provide Customer Support Services	7	MO	_____	_____
0010AG	Provide Fleet Tech Support Services	7	MO	_____	_____
0010AH	Provide Tech Editing Support Services	7	MO	_____	_____
0010AJ	Provide Correspondence Support Services	7	MO	_____	_____
0010AK	On Site Fleet Tech Support-San Diego	7	MO	_____	_____
0010AL	On Site Fleet Tech Support-Norfolk	7	MO	_____	_____
0010AM	Provide Procurement Support Services	7	MO	_____	_____
0010AN	Provide Data Entry Support Services	7	MO	_____	_____
0011	INDEFINITE QUANTITY WORK Labor Category hourly rate subject to the Service Contract Act.				
0011AA	<u>MAX HRS</u> Secretarial V San Diego 301	Per	Hour	_____	_____
0011AB	Secretarial V Norfolk 301	Per	Hour	_____	_____
0012	DATA IN ACCORDANCE WITH DD 1423 Exhibit A, Attached	1	LO	NSP	NSP

PARTNERING

In order to most effectively accomplish the contract, the Government plans to form a cohesive Partnership with the PA. In addition, other key persons will also be invited to participate in the partnering process. This Partnership will strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within budget and on schedule. This Partnership will be bilateral in make-up and participation is strongly encouraged, but completely voluntary. The actual scope of the Partnership agreement is subject to bilateral agreement after award, but an off-site workshop of two days, and quarterly or as needed, one day follow-up sessions, should be anticipated. Participation of upper management is highly desirable and important. Costs associated with the Partnering effort including meeting room, audio visual accessories, cost of the facilitator, cost of refreshments and working meals will be shared equally by the Government and the PA. The cost of other meals, lodging and transportation not directly associated with the formation and maintenance of the Partnership will be the responsibility of each of the Partnering participants.

B.1X GENERAL INTENTION

It is the intention of this solicitation to obtain Administrative Services by means of a combination Firm Fixed Price and Indefinite Quantity-Indefinite Delivery Type Contract.

B.2X MINIMUM AND MAXIMUM QUANTITIES (OCT 1994) (NAVAIR)

The Contractor minimum as referred to in paragraph (b) of FAR 52.216-22, "Indefinite Quantities" clause of this contract (Section I), is the total of the firm fixed price portion of the contract. The maximum quantity is the total dollar value of the firm fixed price and indefinite quantity items. The maximum quantity may not be exceeded without prior written approval of the PCO.

B.3X IDENTIFICATION OF LINE ITEM CONTRACT TYPE

The contract type for each contract line item or subline item is as follows:

<u>Item No.</u>	<u>Contract Type</u>
0001, 4, 7, 10	Firm Fixed Price Contract
0002, 5, 8, 11	ID-IQ type contract
0003, 6, 9, 12	Firm Fixed Price (Not Separately Priced)

B.4X COMBINATION FIRM FIXED PRICE/INDEFINITE QUANTITY CONTRACT

This is a combination Firm Fixed Price / Indefinite Quantity Contract for the services specified, and effective for the period stated in the schedule. Work items for the FFP portion are identified in the schedule and includes all work except that identified as indefinite quantity. The fixed price quantities shown in the schedule are considered to be accurate estimates for this contract period.

Work items for the IQ portion of the contract are identified in the schedule. The quantities of supplies and services specified in the schedule as indefinite quantity are estimates only and may be ordered by issuance of separate delivery orders.

Delivery or performance shall be made only as authorized by orders issued. The contractor shall furnish to the Government, when and if ordered, the services specified in the schedule up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed price portion of the contract.

Except for any limitation on quantities in the schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within the period shall be completed by the contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B36 OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

B99-9007 PRICE AT SUBLINE ITEM LEVEL

Offerors shall insert in Section B of the Schedule unit prices and amounts at the subline item level only (e.g., 0001AA, 0001AB, etc.), and not at the line item level.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1X STATEMENT OF WORK**

SEE PERFORMANCE BASED REQUIREMENT (PBR) – ATTACHMENT C-1

C.2X VARIATION CLAUSE

The firm fixed price workload is based upon many primary and secondary workload indicators. An increase in workload over a maximum variance of 25%, as shown in Attachment J-B1, Historical Data For Bidding Purposes, shall result in a modification to increase the cost of the contract. A 25% decrease in workload shall result in a modification to decrease the cost of the contract. Variances must be based upon approved NAWC requirements. All indicators must surpass the maximum variance to activate a modification. Workload must exceed the variance for three consecutive months to activate a modification. Otherwise, total workload will be assessed on an annual basis for application of this clause.

SECTION D - PACKAGING AND MARKING

D98-9001 MARKING OF CONTRACTOR REPORTS (SEP 1992)

The contractor shall prominently display on the cover of each report the following information:

- a. Name and business address of contractor.
- b. Contract or delivery order number.
- c. Contract or delivery order dollar amount.
- d. Whether or not the contract was competitively or non-competitively awarded.
- e. Name, code, and activity of sponsoring individual.

SECTION E - INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

**52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (CLINS
0001, 4 , 7, 10)**

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)
(CLIN 0003, 0006, 0009, 12)**

5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (MAR 1999) (NAVAIR)

E.1X ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

E.2X INSPECTION BY REGULATORY AGENCIES (JUN 94)

- a. Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.
- b. Permission has been granted by the Navy permitting federal and state occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.
- c.. The contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

E.3X PERFORMANCE EVALUATION MEETINGS

A. The Contractor's representative shall meet with the Government's representative monthly during the first six months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within five days.

- b. The Government will periodically assess the Contractor's overall performance on this contract by completing the form in Section J-E3. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses this form. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings.

E.4X CONSEQUENCES OF PA'S FAILURE TO PERFORM REQUIRED SERVICES.

The PA shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the PA's invoice or otherwise withhold an amount for unsatisfactory or non-performed work. The Government reserves the right to change sampling size at any time during the contract without notice to the PA.

a. **SURVEILLANCE METHODS.** The Government will apply surveillance methods to determine PA compliance. These include, but are not limited to, 100% inspection, planned sampling and validated customer complaints as primary surveillance methods; and incidental inspections as supplemental surveillance methods. When using these primary surveillance methods; and incidental inspections as supplemental surveillance methods. When using these primary surveillance methods, deductions will be taken for all observed defects.

b. **PROCEDURES.** In the case of unsatisfactory or non-performed work, the Government:

(1) will give the PA written or oral notice of deficiencies prior to deducting for unsatisfactory or non-performed work. Such written notice shall not be a prerequisite for withholding payment for non-performed work.

(2) may, at its option, allow the PA an opportunity to re-perform the unsatisfactory or non-performed work within a reasonable period, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 4 hours of notice to the PA. In the case of other work, corrective action must be completed within 24 hours of notice. The original inspection results of the PA's work will not be modified upon re-inspection.

(3) shall deduct from the PA's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the PA, by the amount paid to any Government personnel (based on wages, and 32.85% for retirement and fringe benefits).

c. The PA is responsible for maintaining an effective Quality Control Program during the course of the contract. At the end of each surveillance period, the Government may calculate the defect rate for each work requirement and compare it to the corresponding Maximum Error Rate specified for that contract requirement. A defect rate which exceeds the specified MER is an indicator that the PA's Quality Control Program may be unsatisfactory. Failure to maintain adequate quality control may result in Termination for Default.

d. Re-performance by the PA does not waive the Government's right to terminate for nonperformance in accordance with FAR Clause 52.249-8, "DEFAULT FIXED PRICE SUPPLY AND SERVICE".

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15 STOP-WORK ORDER (AUG 1989)

F98-9006 PERIOD OF PERFORMANCE (SEP 1992)

The **Base Period of performance** shall be from **01 Apr 2001 through 30 Sept 2001**. However, the base period of performance may be extended in accordance with the option provisions contained herein.

F98-9007 PLACE OF PERFORMANCE (SEP 1992)

The services to be performed herein shall be performed primarily at the Naval Air Engineering Station, Lakehurst, NJ. The exact location (s) will be indicated by the Contracting Officer.

F.1X TERM OF CONTRACT

(a) The Government has the option to extend the term of the contract in accordance with the **OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 89), CLAUSE 52.217-9 - SECTION I**. If the Government elects to exercise an option, the Government will adjust the prices, if necessary to compensate for increases in minimum wages prescribed by the new Department of Labor Wage Rate Determination issued by the Contracting Officer.

F.2X PRE-PERFORMANCE CONFERENCE (JUN 94)

Within 30 days of contract award, prior to commencement of the work (full performance), the contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

F.3X TIME AND PLACE OF DELIVERY OF TECHNICAL DATA

Time and place of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirement List) which is provided as an exhibit with each delivery order issued under the resultant contract. All written and printed matter shall be delivered with all transportation charges paid by the contractor to the destination(s) specified on each delivery order issued. Any DD Form 1423 attached to this solicitation may be considered an example of the types of data to be required under individual delivery orders.

F.4X 52.242-17 GOVERNMENT DELAY OF WORK (APR 84)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted
- (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or
 - (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of

performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JULY 1992) (NAPS)

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Bldg 129-Code 25212NL
732 323-2149

SECG3 CONTRACT ADMINISTRATION OFFICE:

(a) Contract administration functions (see FAR 42.302, DFARS 242.302 and the Navy Acquisition Procedures Supplement 42.302) are assigned to:

(b) The contract administration office which will administer the contract will be designated when the contract is awarded.

(c) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202):

(d) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Warfare Center shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by the Naval Air Warfare Center, the contract administration office may assign an alpha-numeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

(e) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office (see NAPS 5225.871-4(a)(2)).

(f) When the paying office determines that conditions permit payment by Electronic Funds Transfer (EFT) and the contractor has elected to receive payment via EFT, payment can be made pursuant to the "Electronic Funds Transfer Payment Methods" clause of this contract.

(g) Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

PCO
Department of the Navy
Naval Air Warfare Center
HWY 547
Lakehurst, NJ 08733
ATTN: Nancy LaFavre

(h) Paying Office. The disbursing office which will make payments under the contract will be designated when the contract is awarded. Accounting and appropriation data chargeable under the contract will be included in the contract when it is awarded.

(i) Remittance Address: The prospective contractor is requested to enter below the name and the address (street and number, city, state and zip code) to which payments should be mailed by the Government if different from the prospective contractor's address shown in its offer or quotation:

CONTRACTOR FILL IN

(J) Electronic Funds. The prospective contractor is requested to Transfer (EFT) enter below; the name, the address (street and Remittance Address: number, city, state and zip code) and American Bankers Association (ABA) 9 digit account number of the financial institution to which the contractor's payments will be electronically transferred. The resultant contract will specify the Contractor's account number as provided on an "SF 3881, Payment Information Form" unless stipulated otherwise by the prospective contractor.

SECG6 INVOICE INSTRUCTIONS

(a) General. Strict compliance with the Invoice Instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to the Department of the Navy, Naval Air Engineering Station, Contracts Department - Bldg 129 HWY 547, Lakehurst, NJ 08733

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated _____, make payment of this invoice to (name and address of assignee).

(c) Contractor Request for Progress Payment - If the contract provides for progress payments, each Contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO.

(d) With regard to ceiling priced orders, each Contractor progress payment request shall be made in accordance with paragraph (k) of the Section H "Ordering--Provisioned Items" clause, if included in the contract, or paragraph (k) of the Section H "Orders (Fixed-Price)" clause included in a basic ordering agreement.

(e) If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of the DFARS 252.232-7002 "Progress Payments for Foreign Military Sales Acquisitions" clause of the contract.

SECG8 INSTRUCTIONS TO PAYING OFFICES

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification reference number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned to the CLIN/SLIN and liquidated using CLIN/SLIN/ACRN information provided on actual invoices.

SECG9 IDENTIFICATION OF CONTRACT OFFICIALS AND PAYING OFFICE

(a) When the paying office determines that conditions permit payment by Electronic Funds Transfer (EFT) and the contractor has elected to receive payment via EFT, payment can be made pursuant to "Electronic Funds Transfer Payment Methods" clause of this contract.

(b) Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

PCO Quality Assurance Representative:

TBD

(c) Please see DFARS 252.201-7000. NOTE: The Contracting Officer's Representative is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract

(d) Pursuant to DFARS 252.201-7000, "Contracting Officer's Representative", the following representatives are designated:

Contracting Officer's Representative:

TBD

Name:

Mailing address

Code:

Telephone:

FAX:

(e) Paying Office: The disbursing office which will make payments is designated as follows:

(f) Remittance Address: The address to which payments should be mailed by the Government is as follows:

CONTRACTOR FILL IN

SECG11 ELECTRONIC FUND TRANSFER

Electronic Funds Transfer (EFT) Remittance Address: The address to which EFT payments should be made by the Government is as follows:

CONTRACTOR FILL IN

Name and Address of Financial Institution: _____

ABA Number of Financial Institution: _____

9 digit number: _____

Contractor Account Number: _____

See SF 3881, "Payment Information" Form

G98-9005 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1992)

TBD

(a) The COR for this contract is:

Name, Mailing Address, Code, and Telephone Number:

(b) The Alternate COR for this contract is:

TBD

Name, Mailing Address, Code, and Telephone Number:

(c) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

5252.245-T001 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (OCT 1994)

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000. per person and \$500,000. per accident for bodily injury.
- (b) Automobile Insurance: \$200,000. per person and \$500,000. per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.00.
- (d) Aircraft public and passenger liability: \$ per person and \$ per occurrence for bodily injury, other than passenger liability; \$ per occurrence for property damage. Passenger bodily injury liability limits of \$ per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

N/A

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 84)

Funds are not presently available for performance under this contract beyond **Sept 2001**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **Sept 2001**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.1X NOTICE OF INCORPORATION OF SECTIONS K, L, AND M

Sections K, L, and M of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text.

H.2X DIRECTIVES

Throughout the term of this contract, the Contractor shall abide by all applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV) and other directives, instructions and regulations identified within this contract.

H.3X CONTRACTOR ACCESS TO THE NAVAL AIR ENGINEERING STATION LAKEHURST, NJ

Performance of this contract does involve access to the Naval Air Engineering Station, Lakehurst. Offerors are advised that in order to gain access to the Station, a contractor will be required to present to the Security Clerk in the Pass and ID Office a valid driver's license and valid motor vehicle registration. In the event that the Contractor is driving a rental car, a valid driver's license and the car rental agreement would be required.

H.4X PASSES AND BADGES

All Contractor employees shall obtain from the Government the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the KO an estimate of the number of personnel and vehicles expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government-issued badge on the front of the outer clothing. When an employee leaves the Contractor's service, or designated assignment to duties, the employee's pass and badge shall be turned in to the Government within three days of termination or reassignment of employee. Upon completion of the work, the Contractor shall return to the Contracting Officer all identification items issued to him during the course of the contract.

H.5X ACCESS TO BUILDING

- a. It shall be the Contractor's responsibility, through the COR, to obtain access to buildings and facilities and arrange for them to be locked and unlocked.
- b. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the building and facilities at the end of each work day.
- c. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by Contractor employees. If the KO decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of the replacement. Similarly, the Contractor shall pay the cost of changing a combination if the KO has reasonable cause to believe that the combination has been compromised.
- d. The Contractor shall permit access to buildings and facilities to Government employees as directed by the COR.

H.6X IDENTIFICATION OF CONTRACTOR EMPLOYEES

All Contractor/subcontractor employees shall be identified by a distinctive name plate, emblem, or patch attached to a prominent place on the outer garment. Employee identification shall not be substituted for station required passes and badges.

H.7X IDENTIFICATION OF CONTRACTOR VEHICLES

The Contractor shall display on each vehicle the company name in manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker. Contractor vehicles operated on Government property shall be maintained in good repair.

H.8X BASE REGULATIONS

The Contractor and Contractor employees and subcontractor(s) shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the work and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and are cleared for such entry.

H.9X MILITARY COURTESIES

Military courtesies shall be rendered by Contractor personnel to include: honoring observation of colors, rendering right of way to convoys and marching units, and showing a courteous regard to senior military and civilian personnel.

H.10X ENERGY CONSERVATION

The Contractor shall participate actively in the activity's energy conservation program. The Contractor shall comply with the base energy conservation program and shall become familiar with the Naval Air Engineering Station's Programs. Tools or equipment with high energy consumption levels must be approved by the KO prior to use.

H.11X ENVIRONMENTAL PROTECTION

The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with Federal and State laws and with regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the SCE. Inspection of any of the facilities operated by the Contractor may be accomplished by authorized Government officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and other associated costs. The Contractor shall also clean up, at no expense to the Government, any oil or chemical spills or hazardous waste contaminations which result from the Contractor's operations. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

H.12X PERMITS AND LICENSES

The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of work under this contract. The contractor shall comply with all applicable Federal and State laws. Evidence of possession of required permits and licenses shall be provided to the KO before work commencement and at other times as requested by the KO.

H.13X DISRUPTION OF CONTRACTOR WORK SCHEDULE

The Contractor shall notify the KO when it appears that Government activities or personnel are hindering effective prosecution and execution of Contractor work efforts.

H.14X SALVAGE

All removed or disconnected material and equipment which are sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at his expense to a site designated by the KO. The KO may designate any material or equipment which may be reused for the performance of work under this contract.

All unusable material, equipment, and debris resulting from work under this contract shall be removed from the site by the contractor at his expense. The Contractor shall reimburse the Government for any material or equipment removed or disconnected from Government property without KO consent which (1) is disposed of but is determined by the KO to have been of value or usable, or (2) is exchanged or used as a trade-in, or (3) is used to obtain a rebate or discount for other material or equipment purchases.

H.15X SAFETY REQUIREMENTS AND REPORTS

The Contractor shall conduct all work in a safe manner and in accordance with directives listed below and in each applicable Annex. In accordance with Section C, Annex 1, the Contractor shall submit a comprehensive Safety Plan for Contractor operations, arranged by Annex. The Contractor shall incorporate the safety requirements specified in each Annex and below into his Safety Plan.

a. In the performance of the contract, the Contractor shall protect the lives and health of employees and other persons; prevent damage to property, materials, and equipment; and avoid work interruption. The Contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated October 1992 and the standards in 29 CFR and 29 CFR 1910. The Contractor shall comply with the OSHA Hazard Communication Standard and Superfund Amendments and Reauthorization Act of 1986 (SARA) regarding Right-to-Know Laws. The Contractor shall also comply with all Federal and District of Columbia regulations, whether specified or not, in matters relating to or concerning Safety and Environmental Protection.

b. Prior to commencement of the work, the Contractor shall meet with the KO to discuss and develop mutual understandings relative to administration of the overall safety program.

c. The Government may inspect the Contractor's workspace for OSHA and Navy violations at any time. Abatement of violations may be the responsibility of the Contractor as determined by the KO. The Contractor shall cooperate with inspectors from Federal Agencies or the District of Columbia OSHA offices if a complaint is filed. These inspections or any explicit or implicit approvals do not in any way relieve the Contractor of his obligation to comply with all safety and health regulations, and do not impose upon the Government any liability or responsibility it would not have had in the absence of such approvals. The Contractor shall pay promptly any fines levied by Federal or District of Columbia OSHA offices.

d. If the Contractor fails or refuses to promptly comply with safety requirements, the KO may stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such work stoppage will be made the subject of a claim for extension of time or for excess costs or damages to the contractor.

e. Accident Reports. The Contractor shall maintain an accurate record of and shall report to the KO in the manner and on the forms prescribed, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported within 24 hours of their occurrence. The Contractor shall comply with all OSHA reporting as applicable to include the Log and Summary of Occupational Injuries and Illnesses (OSHA No. 200).

f. Medical Treatment. Government emergency vehicles and medical personnel may be used only in emergency situations affecting Contractor personnel whose lives may be in danger or who are seriously injured. Government facilities may be used in those instances as the point of treatment. Transfer to other than Government treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. The Contractor shall provide for reimbursement of any outpatient or inpatient care given at the NAWCADLKE Medical Clinic. Employment physical examinations required or those physical examinations required to meet Occupational Health laws are the responsibility of the Contractor and will not be performed by the Government.

H.16X DRUG ABUSE BY CONTRACT EMPLOYEE

Notwithstanding Section I, "DRUG-FREE WORKPLACE (Jan 97)", the Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy is to deter and detect drug offenses by civilian and contract employees on military installations. Measures taken to identify drug offenses on military installations, and to prevent introductions of illegal drugs and paraphernalia include routine inspections of Contractor occupied work spaces, random inspections of

vehicles on entry or exit, with drug detection dog teams, when available, and random inspection of personal possessions on entry or exit. When there is probable cause to believe that a civilian or contract employee on board has been engaged in use, possession or trafficking of drugs, that employee may be restricted or detained for the period necessary until he can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When illegal drugs are discovered in the course of an inspection or search of a work space or vehicle operated by civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and vehicle over to appropriate civil law enforcement officials, and action may be taken to suspend, revoke or deny installation driving privileges and withdraw or down-grade the employee's security clearance. Implicit with the acceptance of this contract is the Contractor's agreement to comply with all Federal laws and regulations, including those regulations issued by the Commander of the military installation. The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to ensure that employees are notified of these provisions prior to assignment. The removal of Contractor personnel from a Government installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

H.17X SECURITY REQUIREMENTS

- a. The Contractor shall comply with all activity security requirements. The Contractor shall submit to the KO the name and address of each employee hired for work on this contract and shall have the employee fill out questionnaires and other forms as may be required by the Security Officer.
- b. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of a breach of the activity's security or interrupt the continuity of its operations.
- c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.
- d. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the activity Commanding Officer, via the KO.
- e. Nothing in the contract will be construed in any way to limit the authority of the Commanding Officer, NAWCADLKE, to prescribe new, or to enforce existing security regulations governing the admission or exclusion of persons and conduct of persons while aboard the NAWCADLKE including, but not limited to, the rights to search all persons and vehicles aboard the NAWCADLKE.
- f. Deviations from or violations of any of the provisions of this clause will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

H.18X CONTRACTOR EMPLOYEES

- a. The Contractor shall provide to the KO the name or names of the responsible supervisory person or persons authorized to act for the Contractor.
- b. The Contractor shall furnish sufficient personnel to perform all work specified within the contract. All personnel employed by the Contractor shall be experienced in their respective trade or profession. All work shall be performed by or under the supervision of personnel properly trained and experienced as journeyman level in their respective crafts.

c. The Contractor's employees shall conduct themselves in a proper and efficient manner at all times and shall maintain a courteous and businesslike relationship with all customers. Employees shall wear attire which is as neat and clean as practical in the accomplishment of their work according to Safety and OSHA standards.

d. Contractor employees shall be physically able to perform all work assignments and shall possess the required licenses, certifications, and security clearances stipulated in this contract.

e. The Contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security or the NAES, Lakehurst.

f. No employee or representative of the Contractor will be admitted to the work site unless he/she furnishes satisfactory proof that he/she is a citizen of the United States; or, if an alien, his/her residence and employment within the United States is legal.

g. Contractor personnel shall conspicuously display a NAWCADLKE security badge at all times while on the Center.

h. The Contractor shall provide to the KO a listing of currently employed personnel and the position occupied. The listing shall be maintained current, and changes submitted to the KO as they occur.

H.19X GOVERNMENT PERFORMANCE OF SERVICES

a. Should an emergency require performance of services beyond the capability of the Contractor, or if the Contractor fails to perform or defaults in the performance of any of the conditions of this contract, or if for any reason, the provisions of Clause, "INSPECTION OF SERVICES-FIXED-PRICE," (Section E) must be invoked, the Government may perform or supplement performance of such contract services. Such performance shall not constitute a breach of the contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform or default, as provided in paragraph (a) above, the Contractor will permit the Government to use and operate such of its facilities, equipment, and materials necessary to perform the function during a period not to exceed 120 days at the location covered by the contract. The Government's right to use Contractor facilities, equipment, and material, pursuant to this subparagraph (b), will cease in the event of termination pursuant to Section I, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)." During this period, the Contractor-owned facilities and equipment used by the Government will be maintained by the Government. The Contractor shall be responsible for removing such property at no cost to the Government when notified by the KO.

c. The Government will be entitled to an equitable adjustment for any services performed by Government personnel pursuant to this paragraph, if such services would normally have been required of the Contractor in the performance of the contract. Such performance and adjustment will not constitute a termination of convenience of the Government within the meaning of Section I, "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)."

d. Nothing in this item shall be deemed to waive or limit any rights of the Government under Section I, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)."

H.20X RENT FREE USE OF GOVERNMENT PROPERTY

Property furnished to the Contractor by the Government, or acquired by the Contractor for the Government's account under any contract resultant from this process, and required for performance under award, will be utilized on a rent free, noninterference basis in the performance of this contract.

H.21X GOVERNMENT FURNISHED FACILITIES AND SERVICES

a. Facilities

The Government will make only the facilities available to the Contractor as listed –see Section J.

b. Services

The Government will supply the Contractor with a reasonable amount of utilities from the existing outlets. The locations at which the Government will deliver such utilities or services and the quantity as well as the time period which the utilities will be made available will be determined by the Contracting Officer. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to work areas necessary for the Contractor. The Contractor shall be directly responsible for instructing employees in utilities conservation practices, and shall assure that the contract employees operate under conditions which preclude the waste of utilities. - See also Section C.3

H.22X DISASTER RECOVERY PLAN

The Contractor shall become thoroughly familiar with the activity contingency and disaster recovery operating plan. The contractor shall provide Contractor personnel and equipment for activity specialized response team required in the exercise of the operating plans and shall participate as directed in disaster recovery exercises. (Instruction can be found in the Technical Library).

H.23X STRIKE CONTINGENCY PLAN

The Contractor shall submit a Strike Contingency Plan within 10 days of contract award. The Plan shall be revised in accordance with Government comments within 5 days of award. The Contractor shall not begin work under this contract until the Strike Contingency Plan, has been approved by the KO. The Contractor shall maintain and update the Plan annually. The Strike Contingency Plan shall describe the Contractor's plans for the continuation of services required by the contract in the event of work stoppage, slowdown, or similar action by the Contractor's employees. All contractor operations shall continue under the Strike Contingency Plan and shall be at no additional cost to the Government.

H.24X SERVICE CONTRACT ACT – SUPPLEMENTAL INFORMATION AND REQUIREMENTS

Proposers are advised that this contract is subject to the requirements of Section I, Clause SERVICE CONTRACT ACT OF 1965, as amended, and attention is invited to the obligations of the Contractor under Section 4C of the Amended Service Contract Act. Any questions regarding the extent of these obligations should be addressed to the Department of Labor. The Contractor agrees to provide to the KO, upon request, a copy of the collective bargaining agreement applicable to employees performing on this contract.

H.25X LABOR INFORMATION

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 USC 35-45), the Contract Work Hours Standards Act (40 USC 327-33), and the Service Contract Act of 1965 (40 USC 351-357) may be obtained from the Department of Labor, Washington, DC 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

H.26X PHASE IN AND PHASE OUT

a. Contractor Phase-In. The services provided by this contract are important to the Government's overall effort, and continuity must be maintained at a consistently high level without interruption. The Contractor shall meet full performance requirements from the start date of the contract. The Phase-in-period shall be approximately 30 calendar days prior to the start date of the base contract period. Limited office space will be available for the Contractor provided by the Government during the Phase-in period for the Project Manager and key personnel.

b. Contractor Phase-Out. Upon contract expiration, a successor may continue the work requirements and the Contractor agrees to (1) furnish Phase-in training and (2) to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor commencing 60 days prior to contract expiration.

(1) The Contractor shall, upon the Contracting Officer's written notice, (a) furnish support for the subsequent contractor and Phase-out services for up to 60 days prior to contract expiration and (b) negotiate in good faith a plan with a successor to determine the nature and extent of Phase-in, Phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to KO approval. The Contractor remains responsible for the performance of this contract during the Phase-in period for the subsequent contractor, which shall also constitute the Contractor's Phase-out period.

(2) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required. The Contractor shall provide to the successor a roster of personnel currently assigned to the contract with title and addresses to allow for equitable opportunity for incumbent employees to be contacted for application for employment with the successor and for subsequent interview and possible hire. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date. The Contractor shall provide to the successor the employment/assignment dates for computation of longevity benefits for Leave purposes.

SECTION I - CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title and Date</u>
52.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 91)
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 91)
52.204-2	SECURITY REQUIREMENTS (AUG 96)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT (JUL 1995)**

**252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE
INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES
(INF) TREATY (NOV 1995)**

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUNE 99)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 97)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 97)

52.215-13 INTEGRITY OF UNIT PRICES (OCT 97)

52.217-8 OPTION TO EXTEND SERVICES (NOV 99)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 99)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE (JULY 96)

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252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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FULL TEXT SECTION I CLAUSES

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause -

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.edi.disa.mil>.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-26 EQUAL OPPORTUNITY (APR 1984) (DEVIATION)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) While performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Note: It shall not be a violation of E.O. 11246 for a Contractor to extend publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. This shall include, but not be limited to -

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection of training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall, within 30 days following the award, file Standard Form 110 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its premises by the Contracting Officer or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance reviews and inspecting such books, records, accounts, and other materials as may be relevant to an investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in

whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures of 41 CFR 60-1.1.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

EMPLOYEE CLASS	MONETARY WAGE- FRINGE BENEFITS
Administrative Officer	\$26.00 hr
Management Analyst	\$21.48 hr
Supply Clerk	\$14.18 hr
Computer Assistant	\$17.56 hr
Technical Editor	\$21.48 hr
Management Asst	\$17.56 hr

252.232-7009 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (b) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (e) of this clause).

(b) Alternative contractor certification. If the contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database that it does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All contractor certifications will expire on January 1, 1999.

(c) Contractor's EFT information. Except as provided in paragraph (b) of this clause, the Government shall make payment to the contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the CCR database.

(d) Mechanism for EFT payment. The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.

(e) Suspension of payment. If the contractor's EFT information in the CCR database is incorrect and the contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the contractor under this contract until correct EFT information or certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(f) Contractor EFT arrangements. If the contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database, and the contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the contractor's EFT information in the correct manner, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (e) of this clause shall apply.

(h) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(i) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the contractor's financial agent.

(k) Payment information. The payment or disbursing office shall forward to the contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.207-2 -- NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

- 1.(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.
- 2.(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.
- 3.(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:
 - 1.(1) If the result of the cost comparison favors performance under contract and

administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after

1.(i) completion of a public review period of 15 working days (see 7.306(b)(3))] working days beginning with the date this information is available to interested parties and

2.(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the

Government.

2.(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After

1.(i) completion of a public review period of 15 working days (see 7.306(b)(3))] working days beginning with the date this information is available to interested parties and

2.(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

4.(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

5.(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

52.207-3 -- RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

1.(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

2.(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

3.(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

52.216-18 -- ORDERING (OCT 1995) (CLINS 0002, 5, 8, 11)

1.(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 April 2001 through**

30 March 2004.

- 2.(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- 3.(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 -- ORDER LIMITATIONS (OCT 1995) (CLINS 0002,5,8,11)

- 1.(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$25.00** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- 2.(b) Maximum order. The Contractor is not obligated to honor --
 - 1.(1) Any order for a single item in excess of **\$10,000**
 - 2.(2) Any order for a combination of items in excess of **100,000.00**
or
 - 3.(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- 3.(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- 4.(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (Oct 95) (CLINS 0002,5,8,11)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after – 6 months after each performance period.

SECTION J - LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
A	DD Form 1423, Contract Data Requirements List	1
B	DD Form 254, Contract Security Classification Specification	2

ATTACHMENT

C-1	PERFORMANCE BASED REQUIREMENT (PBR)
J-1	SERVICE CONTRACT WAGE DETERMINATIONS
J-2	GOVERNMENT FURNISHED FORMS
J-3	DIRECTIVES AND INSTRUCTIONS
J-4	SECURITY CLEARANCE INFORMATION
J-5	NAEC INSTRUCTION 12610.1D, SCHEDULING OF HOURS
J-B1	HISTORICAL DATA FOR BIDDING PURPOSES
J-C1	GOVERNMENT FURNISHED EQUIPMENT, TRAINING AND SPACES
J-C2	GOVERNMENT MANDATED REPORT REQUIREMENTS
J-C3	SUBMITTAL SUMMARY
J-E1	PERFORMANCE SUMMARY REQUIREMENTS
J-E2	INSPECTION PAYMENT CALCULATION
J-E3	CONTRACTOR PERFORMANCE EVALUATION
J-K1	CENTRAL CONTRACTOR REGISTRATION
J-L1	MANDATORY FORMS NEEDED FOR PROPOSAL SUBMISSION

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	
252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 98)	

THE FOLLOWING ARE CONTRACTOR FILL-INS

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

- (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services..

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) Taxpayer Identification Number (TIN).

TIN: _____

Tin has been applied for:

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis: _____

- (d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services.

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

- (e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN common parent:
Name: _____
TIN: _____

52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it is, is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

52.219-1 I SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) - ALTERNATE I (OCT 1998)

(a) (1) The standard industrial classification (SIC) code for this acquisition is **8741**.

(2) The small business size standard is **\$5 Million**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indian, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific Americans (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Naruru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions.

“Small business concern,” as used in this provision, means a concern including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are , are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have , have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are , are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has , has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Definitions. As used in this provision -

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means -

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

252.209-7002 -- DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(SEP 1994)

1.(a) Definitions. As used in this provision --

1.(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

2.(2) "Entity controlled by a foreign government" --

1.(i) Means --

1.(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

2.(B) Any individual acting on behalf of a foreign government.

2.(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

3.(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

4.(4) "Proscribed information" means --

1.(i) Top Secret information;

2.(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

3.(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

4.(iv) Special Access Program (SAP) information; or

5.(v) Sensitive Compartmented Information (SCI).

2.(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C.2536(a).

3.(c) Disclosure. The Offeror shall disclose any interest a foreign government has

in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)
Name and Address of Offeror
Name and Address of Entity Controlled
by a Foreign Government
Description of Interest, Ownership Percentage,
and Identification of Foreign Government

(End of Provision)

52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

- a. It operates as as individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated under the laws of the State of _____.
- b. If the offeror or respondent is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, joint venture, or a corporation, registered for business in _____.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 1984) (DEVIATION)

(a) "Segregated facilities", as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the "Equal Opportunity clause of this contract.

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)
(DEVIATION)**

The offeror represents that-

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is, is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

252.225-7020 TRADE AGREEMENTS CERTIFICATE (MAR 1998)

(a) Definitions. Caribbean Basin Country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made,

qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products or the offers of such end products are insufficient to fulfill the requirements, or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications. (1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN

252.225-7031 -- SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

1.(a) Definitions. As used in this clause --

1.(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C.App. Sec 2415).

2.(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

2.(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it --

1.(1) Does not comply with the Secondary Arab Boycott of Israel; and

2.(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C.App. Sec 2407(a) prohibits a United States person from taking.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it -

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also

include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
	PLEASE FILL IN DUNS NUMBER _____
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)
	PLEASE FILL IN CAGE CODE _____
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 91)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 91)
52.232-13	NOTICE OF PROGRESS PAYMENTS (APR 1984)
52.215-20 I	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
check one: _____ DX or X DO rated order

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (NOV 1999)

52.216-1 TYPE OF CONTRACT (APR 1984)
The government contemplates a combination award of a FIRM FIXED PRICE - INDEFINITE DELIVERY / INDEFINITE QUANTITY TYPE CONTRACT resulting from this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

52.237-1 SITE VISIT (APR 1984)

Offerors Are Urged And Expected To Inspect The Site Where The Services Are To Be Performed And To Satisfy Themselves Regarding All General And Local Conditions That May Affect The Cost Of Contract Performance, To The Extent That The Information Is Reasonably Obtainable. In No Event Shall Failure To Inspect The Site Constitute Grounds For A Claim After Contract Award.

**DETAILED INFORMATION ON THE SITE VISIT AND
PRE PROPOSAL CONFERENCE WILL BE PROVIDED
UNDER SEPARATE COVER.**

**252.210-7002 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF
FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM
(JUN 1988)**

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

NAVAL AIR ENGINEERING STATION
HIGHWAY 547
LAKEHURST, NJ 08733

**Arrangements For Visits May Be Made By Contacting :
C. Montgomery At Telephone No. (732) 323-7431.**

**5252.215-9510 SUBMISSION OF COST OR PRICING DATA ON COMPUTER DISKETTE
(APR 1998)**

When offerors are required to submit cost and pricing data as part of their proposal, they may submit such data, in addition to one written copy, on computer diskette(s). The submitted diskette(s) should be compatible with (*). Data should be readable on the following computer software programs: (*). Any questions regarding computer compatibility should be submitted in writing to the Procuring Contracting Officer .

(*) DETAILED INSTRUCTIONS ARE PROVIDED IN L.102.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB
1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): .

L.1X REALISM OF COST PROPOSALS (APR 90)

(a) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained; or if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal. Should such a corporate decision be made, the offeror must submit a Section H provision which requires the offeror to absorb that portion of cost reflected in its cost proposal.

(b) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

L.2X SIZE STANDARD—SERVICE INDUSTRIES

For the purpose of this acquisition, a concern will be classified as small if the average annual receipts for its preceding three fiscal years do not exceed \$5 MIL.

L.102 SUBMISSION OF PROPOSALS

A. Proposal Requirements

This section specifies the format that offerors shall use in this request for proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. The proposal forms that are referenced below are provided in Section J of the solicitation.

The proposal shall be submitted in three separate volumes, subject to the following identification and quantities:

Volume I Past Performance (Factor 1)

Include all data and information for evaluation and exclude any reference to the pricing aspects of the offer.

Use Form (1) and Form (2)

No Page Limitation

Original and 4 copies

Volume II Technical Proposal (Factor 2 and 3)

Include all data and information for evaluation and exclude any reference to the pricing aspects of the offer.

Use Form (3) and Form (4)

140 Page Limitation

Original and 4 copies

Volume III Price (Factor 4)

A complete and detailed cost breakdown with all supporting information. Offerors must submit the cost proposal under separate cover to ensure that no pricing information is included in the Past Performance or Technical Proposals . Also included in this volume

One complete solicitation, duly executed.
Use Form (5), Form (6) , Form (7) and Form (8)
No Page Limitation
Original and 1 copy plus two 3.5" disks

Proposals shall comply with the formatting stated below for each volume.

GENERAL INSTRUCTIONS:

(1) Each volume specifies page limitations as appropriate. Pages submitted in excess of any page limitation will not be evaluated. Table of contents and divider/tab pages will not be evaluated, or counted against page limitations. The use of divider/tabs is encouraged.

(2) Proposals shall be submitted typed (typing characters not smaller than 12 CPI on non reduced 8 1/2" x 11" pages). Margins shall be 1" on top, bottom, left and right. Space between lines shall be single space. Charts and forms shall be labeled and included at the end of each applicable factor and must also be on 8 1/2" x 11" paper. Where page limits are defined, the limitation includes all charts and forms. Multi-pages and foldouts are discouraged, but if used, will be counted as an equivalent number of 8 1/2" X 11" pages (size of pages must be uniform).

(3) Pages shall be consecutively numbered. If the maximum number of pages are not used, insert a blank page that indicates the page numbers not used so that each section start on the appropriate page number. Where permitted, additional pages shall be numbered as #b, #c, #d, etc.

(4) Line and type size applies to bullets and other special text formatting. Tables and graphic displays should be used in a reasonable fashion for communication and not be designed to circumvent the style requirements.

(5) Mandatory forms have been provided for consistency of evaluation. The forms indicated are an allowed deviation from the "page" formatting described above.

(6) Each volume should contain the following items on the cover:

- "Proposal to provide Administrative Support Services
at NAWCAD Lakehurst"
- Identification of " Original" or copy number (i.e. 1 of 4)
- Volume Name (i.e. Past Performance) – in upper right corner
- RFP Number – beneath volume name in upper right corner
- Submitted by: Name and Address of Offeror –lower right corner
- Point of Contact and Phone Number -- lower right corner

(7) Each volume shall have a table of contents that provides sufficient detail as to allow the important elements to be easily located.

(8) The 3.5 inch diskettes provided with the price proposal should be prepared in a Microsoft program, Excel, or be readable in this program. They should contain the exact files printed for the Price Volume and/or directions for conversion, if required.

FACTOR 1 - PAST PERFORMANCE

The offeror shall submit the following information for both the offeror and any significant subcontractor(s) proposed. This information may be submitted prior to the other parts of the proposal to assist the Government in reducing the evaluation period, but it is not mandatory to deliver this material early. No early evaluation points will be awarded nor any early delivery penalty applied for failure to deliver the requested material early.

Volume I

Cover

See above for instructions

Table of Contents

See above for instructions

Body

Use Form 1

The offeror shall submit up to, but not more than ten (10) contracts, including a representation for any significant subcontractor involved with this procurement, of currently ongoing or completed contracts performed within the last seven (7) years. These contracts must be directly related to administrative type services. Contracts should include those entered into with the Federal Government, agencies of the state and local governments and other customers.

Using Form 1, the offeror shall provide a synopsis of the contract performance as well as address in specific detail for each, why or how you consider that effort relevant or similar to the effort required by this solicitation. The offeror shall provide information on any problems encountered, corrective actions taken to resolve those problems, and address any subcontractors and their work. The offeror shall provide a synopsis of any cure notice(s), show cause letter(s), termination or litigation. Small Business Compliance: the offeror shall provide a statement for any of the contracts identified which contained clause 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns", concerning the efforts and results achieved in order to comply with FAR 52.219-8.

The offeror should certify the performance information is complete and accurate.

The Government reserves the right to use past performance information obtained not only from sources identified by the offeror, but from other customers known to the Government, consumer protection organizations and others who may have useful and relevant information. Information regarding any significant subcontractors will also be used in the evaluation.

The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offerors. Additionally, the Government is not responsible for tracking down missing surveys.

SURVEYS:

Use Form (2) : Offerors shall contact their past performance references and request that each complete the past performance evaluation questionnaire provided in Section J of this solicitation. Offerors shall ensure their customers **FAX** the completed questionnaire **directly** to:

To: Carol A. Montgomery
FAX : (732) 323-7408 or (732) 323-7440

QUESTIONNAIRES ARE DUE BY CLOSING DATE OF SOLICITATION.

Offerors shall include a list of the contacted references in Volume I. Notification will be made within 10 working days after the closing date of the solicitation, to any offeror whose references have not responded to the past performance questionnaire.

NOTE: FIRMS LACKING ANY RELEVANT PAST PERFORMANCE HISTORY SHALL RECEIVE A “NEUTRAL” EVALUATION FOR PAST PERFORMANCE.

Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The Government will focus on information that demonstrates: Quality of

Service/Personnel: quality of performance relative to the size and complexity of the procurement under consideration, compliance with contract requirements, appropriateness of personnel.

Business Relations: effective management, flexibility, pro-active attitude, prompt notification of problems, effective contractor recommended solutions, compliance with clause 52.219-8 if applicable (subcontracting dollars, number of SB and SDB and WOB concerns for subcontracts and purchased parts, record of timely payment) .

Customer Satisfaction: satisfaction of end user with the offeror’s service.

FACTOR 2 AND 3 - MANAGEMENT/TECHNICAL APPROACH AND PHASE-IN PLAN

Volume II

Cover

See above for instructions

Table of Contents

See above for instructions

Pages 1-2: Executive Summary

A concise summary of the specific strengths provided by the offeror. If needed, include page 2b, listing all proposed subcontractors, their address, telephone number and point of contact, as well as a percentage of total effort for which they are proposed for both the fixed price and ID-IQ portion.

FACTOR 2 – Management Technical Approach (Pages 3-72)

Define receipt of input; process for performance; quality, timeliness and productivity standards for output; and process improvements, for each of the following requirements

Travel Support Services

Training Support Services

Personnel Support Services

Purchasing Support Services

Central Files and Official Mail

Customer Support Services

Fleet Technical Support Services

Technical Editing Support Services

Correspondence Support Services

On-Site Fleet Technical Support – San Diego CA

On-Site Fleet Technical Support – Norfolk VA

Procurement Support Services

Data Entry Support Services

Page 73: Provide an organization chart for the staffing

Page 74: Provide a work schedule for the staffing

Page 75-76: Provide Resource Allocation Chart, (Form 4), for staffing.

Page 77: Productivity Factors: Calculate the productivity factors for the estimated workload for each requirement, given the staffing plan. If additional pages are required number them 77b, etc.

Page 78-81: Relationship to Management Approach: Describe relationship between staffing and management approach with an emphasis on the realism between the technical steps and the resource allocation.

Page 82-84: Management: Explain supervisor to worker ratios and adequacy of management and supervision.

Page 85-99: Personnel Resumes (Form 3) : Provide up to fifteen resumes that best represent the actual personnel that will be assigned to the contract. The resumes should be in as many different labor categories as possible, and be proportional to the proposed allocation of hours to different labor categories.

Pages 100-104: Recruitment, Retention and Training Plan: Discuss ability to hire personnel qualifying for the positions at the rates proposed. Do not reveal actual hourly rates proposed (use percentage relationships between actual rates and proposed rates). Discuss ability to retain required skills, knowledge and abilities. Include all direct and indirect training and education programs.

Pages 105-114: Quality Control Plan: Discuss methods, responsibilities, reports and resolution actions in accordance with Section C, Paragraph 1.2.12.1. Include ability to reduce Government QA through effective QC.

Pages 115-117: Business Organization Structure: Discuss lines of accountability, authority to solve problems and expend resources and ability to be flexible with changing requirements.

Pages 118-120: Support Services: Discuss subcontractor management, vendor management, reason for support services, and rationale for percentage of work to be performed by each subcontractor.

Pages 121-123: Strike Contingency Plan: Discuss labor relation processes to avoid strikes, process for performance during strikes and history of performance during strikes.

Pages 124-125: Summary of the Safety and Security Plan in accordance with Section C, paragraph C.1.2.12.2.

FACTOR 3: Phase-In Plan (Pages 126-140):

The

Government is interested in the Offeror's plan for a smooth transition from Government to Contractor performance of all work in the PBR. The plan shall clearly and specifically describe your firm's schedules and milestones, initial transition, joint inventory, training, task management and quality control, organization structure and management control, loss of government personnel (for guidance, direction or specifically orienting contractor employees), implementation of the "Right of First Refusal", acceptance of Government furnished items, out year transitions and control termination transition phase- in.

FACTOR 4 - PRICE/COST

Volume III

Cover

See above for instructions

Table of Contents

See above for instructions

Body

Page 1-3: Overview: Provide any information which would prove helpful in the evaluation of the price/cost proposal such as, but not limited to: specific information on any cost element, general information on subcontractors proposed, Defense Contract Audit Agency point of contact and address (for both offeror and any subcontractors), DCMC point of contact and address (for both offeror and any subcontractors), etc.

Page 4: Cost Summary Information: Use Form (5).

Pages 5-9: Schedule B: Provide a completed Schedule B.

Pages 10-unlimited: Provide cost and price data to support the cost proposal. At a minimum, the data should include, but not be limited to: Hours and dollars per labor category, indirect rates for fringe benefits, overhead and general

and administrative expenses, other direct costs, other indirect costs, fee/profit percentage and dollar (a complete cost build up) for the base period and each option period. The data should be separated and appropriate for both the FFP and the IDIQ requirements.

Unlimited pages: Provide Direct Labor Cost Matrix. Use Form (6). Show labor category, applicable DOL category, minimum DOL Wage rate for each proposed labor category, proposed direct pay per hour and per annum.

Unlimited pages: Provide labor rate verification. Include any Letters of Contingency Hire, signed, dated and identifying proposed salary, and/or payroll stubs for personnel proposed etc.

Unlimited pages: Other Direct Costs Matrix: Use Form (7). Provide a matrix of costs and basis for the proposed.

Unlimited pages: Provide Financial Data for Staffing Realism. Use Form (8).

Unlimited pages: Provide the company's compensation plan.

1. *General*

The technical proposal submitted in accordance with the requirements defined herein must clearly demonstrate that the offeror has a thorough understanding of the requirement as detailed in the PBR. Statements that the offeror understands, can or will meet the requirements of the PBR or parts thereof, will be considered inadequate. Phrases such as "standard procedures will be used" or "well-known techniques will be employed" will also be considered inadequate. The ability of the offeror to present a technically complete, clear, coherent and legible proposal shall be indicative of the offeror's ability to provide the high quality services that will be necessary to complete the contract.

2. *Evaluation Factors*

(a) The proposals submitted in response to this solicitation must be clearly presented with sufficient information to allow evaluation of the requirements (FACTORS) stated herein.

I- Past Performance

1. Quality of Services/Personnel
2. Business Relations
3. Customer Satisfaction

II. Management /Technical Approach

III. Phase-In Plan

THE FACTOR OF PAST PERFORMANCE IS THE MOST IMPORTANT FACTOR. SUBFACTORS 1, 2, AND 3 WITHIN THE FACTOR OF PAST PERFORMANCE ARE OF EQUAL IMPORTANCE TO EACH OTHER. MANAGEMENT / TECHNICAL APPROACH IS SLIGHTLY LESS IMPORTANT THAN AND SLIGHTLY MORE IMPORTANT THAN THE PHASE-IN PLAN. PHASE-IN PLAN IS THE LEAST IMPORTANT FACTOR OF THE SE THREE FACTORS.

(b) Price/Cost Factor: Although Price/Cost is less important than the factors of Past Performance, Management /Technical Approach and Phase-In combined, it is an important factor and should not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is based.

(c) Selection of Private Sector Contractor: Selection of a private sector contractor will be based on which private sector proposal offers the greatest value to the Government in terms of Past Performance, Technical (Management /Technical Approach and Phase-In Plan) and price rather than to the offeror whose proposal offers the lowest price. The Government reserves the right to judge which proposal offers the greatest value to the Government. Selection will be made on the basis of the proposal from the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government considering Past Performance, Technical (Management /Technical Approach, Phase-in Plan) and Price.

SECTION M - EVALUATION FACTORS FOR AWARD

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title and Date</u>
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52.217-5	EVALUATION OF OPTIONS (JUL 1990)
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M.1X AWARD - SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of the items involved, the right is reserved to make a single award to the offeror whose proposal is the most advantageous to the Government, considering Past Performance, Management /Technical Approach, Phase-In Plan, and Price.

M.27 GREATEST VALUE EVALUATION

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government considering Past Performance, Management/Technical Approach, Phase-In Plan and Price. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS

I –PAST PERFORMANCE

1. Quality of Services/Personnel
2. Business Relations
3. Customer Satisfaction

II – MANAGEMENT / TECHNICAL APPROACH

III - PHASE-IN PLAN

THE FACTOR OF PAST PERFORMANCE IS THE MOST IMPORTANT FACTOR. SUBFACTORS 1, 2 AND 3 WITHIN THE FACTOR OF PAST PERFORMANCE ARE OF EQUAL IMPORTANCE TO EACH OTHER. MANAGEMENT / TECHNICAL APPROACH IS SLIGHTLY LESS IMPORTANT THAN PAST PERFORMANCE AND SLIGHTLY MORE IMPORTANT THAN THE PHASE-IN PLAN. PHASE-IN PLAN IS THE LEAST IMPORTANT FACTOR OF THESE THREE FACTORS.

IV. PRICE/COST

Although Price is of less importance than the factors of Past Performance, Management / Technical Approach and Phase-In combined, it is an important factor and should not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is based. Furthermore, price will be evaluated on the basis of cost realism. Cost realism pertains to the offeror's ability to project costs which are realistic and reasonable and which indicate that the offeror understands the nature and scope of the work to be performed.

The Government may select the greatest value offer on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint, as well as a complete past performance submission. However, if considered necessary by the Contracting Officer, discussions will be conducted with a number of offerors whose proposals will permit an efficient competition among those proposals rated most highly.

The Government reserves the right to select an offeror other than the lowest priced offeror if the Contracting Officer determines that to do so would result in the greatest value to the Government.